

- 19 The society shall abide all the terms & condition of revised MOEF departments guidelines while approving the building plans if any. After necessary approval, NOC under reference is treated as valid and the society shall have to furnish a copy of MOEF approval to Mumbai Board for record and to take necessary action, if MOEF departments sanction is insisted by MCGM, as per D.C. rule.
- 20 The plans of the proposed building shall be submitted to MCGM within six months from the date of issue of this NOC positively for its approval, failing which the NOC will stand cancelled.
- 21 The NOC holder will have to communicate the actual date of commencement of work and to submit progress report of the redevelopment scheme by every month till completion of scheme to the Executive Engineer / Borivali Divn. / M.B. under intimation to this office.
- 22 If NOC holder fails to start the redevelopment work within 12 months from the date of issue of NOC, the right it reserved to cancel the NOC by this office.
- 23 The reconstruction of new building for the rehabilitation of old occupiers shall be completed within a period of 30 months from the date of issue of this NOC. In case NOC holder fails to do so, extension to the above time limit may be granted depending on the merits of the case and on payment of an extension fee as may be decided by the office from time to time.
- 24 The road widening that may be proposed in the revised layout will be binding on the society & the society should handover the affected area of road widening to the MCGM at their own cost.
- 25 60% of total b/up area should be in the form of EWS /LIG/MIG.
- 26 All terms & conditions of lease deed & sale deed are binding on the society.
- 27 After issue of NOC, during course of demolition of old buildings & during course of redevelopment work if any mishap / collapse occur, the entire responsibility of the same will lie with NOC holder. However all the necessary precautionary measures shall be taken to avoid mishap / collapse and the work of demolition & redevelopment shall be carried out under strict supervision of Architect and R.C.C. Consultant.
- 28 The proposal of issue of NOC for obtaining occupation Certificate from MCGM to the newly constructed building will have to be submitted along-with the following documents / information.
 - a) Copy of approved plan along-with copy of IOD & C.C. from MCGM. The name of the occupiers against concerned tenements proposed to be allotted in new building should be clearly shown in the plan along-with carpet area to be given. Matching statement i.e. Name of occupant, Room No., existing area and proposed allotted area.



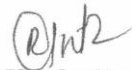
- b) The concerned Architect & NOC Holder / Developer should give certificate that the newly constructed building is in accordance with the plans approved by MCGM & the tenements constructed for rehabilitation of the occupiers of building are as per the areas and amenities as prescribed in the agreement executed with the occupiers.
- c) Photographs of the newly constructed building taken from various angles.
- d) If it is subsequently found that the documents / information submitted with your application for NOC are incorrect or forged, mis-leading then this NOC will be cancelled and NOC holder will be held responsible for the consequences / losses, if any thereof if arises in future.
- 29 Necessary trial pits / trial bores shall be taken at the captioned property to ascertain the bearing capacity of the soil and foundation shall be designed accordingly. R.C.C. design of the new proposed building shall be prepared taking into account the aspect of Mumbai Seismic Zone and same should be got approved from R.C.C. Consultant / Structural Engineer, registered with MCGM.
- 30 As far as possible separate building for rehabilitation of existing tenants & for the purpose of free sale, taking into account the plot area of the captioned property shall be constructed. The NOC holder has to admit as member in the Co.Op. Hsg. Society for rehab flats of tenants as well as for free sale component after giving possession to the existing tenants & prospective buyers, wherever possible.
- 31 If, the NOC holder proposes to construct separate buildings for rehab and free sale, then the Commencement Certificate for free sale buildings shall be issued only after the work of rehab buildings is started.
- 32 MHADA reserve its right to withdraw, change, alter or amend the conditions mentioned herein, in future at any point of time.
- 33 On approval to revised layout plan by MCGM, all terms & conditions laid down therein shall be binding on the society.
- 34 By this letter you are requested not to issue Occupation Certificate unless consent letter duly signed by Chief Officer / Mumbai Board is obtained and submitted to your Department by the applicant.
- 35 All the dues should be cleared by Society before issue of Occupation Certificate.
- 36 The society shall have to follow the Co-Op Dept.'s G.R. No. सगृयो २००७ / प्र.क्र. ५५४/१४-स, दि. ३ जानेवारी २००९ for redevelopment.
- 37 **This NOC is treated for issue of I.O.D. & plans sanction purpose only.** In this matter the C.C. will be issued after execution of tri-party agreement for MHADA B.U.A. & after getting further concurrence from Mumbai Board.



- 38 MCGM shall not issue or approve any plans for CC without further NOC from MHADA for obtaining CC. So that Magathane Teenmurthi Co-op Hsg. Soc shall submit final plans to MHADA showing tenements of MHADA share and Magathane Teenmurthi Co-op Hsg. Soc. share with statements of BUA and carpet area before obtaining CC.
- 39 The pro-rata share generated will be offered to the society by MHADA shall be shared on the basis of DCR 33(5) dt. 14/11/2013, further it is binding on society to keep provision for loading of pro-rata FSI on the said plot.
- 40 The society will have to pay an infrastructure charges to MCGM Rs. 77,40,315/- prior to asking NOC for C.C.

It is, therefore, directed that the proposed work should be carried out strictly adhering to the terms and conditions as mentioned above. In case of any breach to above condition & other terms and conditions annexed herewith, the NOC will stand cancelled.

Encl.- Annexure-I
(Draft approved by C.O./MB)


For Chief Officer,
M. H. & A. D. Board,
Mumbai

Copy to the Secretary, Magathane Teenmurti Co-op Hsg.Soc. Ltd.Bldg. No. 17, Magathane, Borivali (E), Mumbai 400 066 for information.

Copy to Architect : Ar. Hemant Kankaraiya, D-4/68, Sardar Vallabhbhai Patel Narar, Near Lokhandwala Complex, Versova, Andheri (w), Mumbai-400 153.

Copy forwarded to information and necessary action in the matter to the: -

1. Dy. Chief Engineer (West), Mumbai Board for information please.
2. Executive Engineer, Housing Borivali Division.
 - i) He is directed to take necessary action as per demarcation & as per prevailing policy of MHADA.
 - ii) He is directed to recover all the dues from the society concerned to Estate Department & intimate the same to this office.
 - iii) He is directed to recover any dues, land revenue, audit remarks concerned to Land Department if any pending with the society & intimate the same to this office.
3. Copy to Shri. Mane /Sr. Clerk & Shri. Shelar / Jr. Clerk for MIS record.

08 MAR 2016

Annexure-I

The work of proposed redevelopment of existing Magathane Teenmurti Co-op Hsg.Soc. Ltd.Bldg. No. 17, Magathane, Borivali (E), Mumbai 400 066 Co-op under revised DCR 33 (5) will be undertaken by the society as per following terms and conditions :-

TERMS AND CONDITIONS

1. All the terms and conditions mentioned in the lease agreement & conveyance is binding on the society.
2. The society will rectify lease agreement from concern MHADA department for subdivided area allotted by the MHADA before asking for consent letter for Occupation Certificate of MCGM.
3. The society will have to obtain separate P. R. card as per the approved sub divided area leased out by the board duly signed by S. L. R. before asking for consent letter for Occupation Certificate of M.C.G.M.
4. This NOC letter will not be misused for taking out any kind of permission from any departments.
5. The work of the proposed demolition & reconstruction of the new building will be undertaken by the society entirely at the risk and cost of the society and MHADA / MHADB will not be held responsible for any kind of damages or losses.
6. The society will undertake & entrust responsibility of the planning, designing approval from MCGM & day to day supervision of the proposed demolition and reconstruction / development of the new building by the Licensed Architect registered with the council of Architecture and licensed Structural Engineer.
7. The society is responsible for obtaining all necessary permissions & approvals for utilization of additional BUA from the MCGM & other concerned authorities (such as MOEF, MCZMA, forest etc) before starting of the work & MHADA is not responsible for MCGM / other authorities refuse to give permission for development of society's proposal.
8. Society will be responsible for any kind of litigation or legal consequence arising an account of the proposed building.
9. All the terms & conditions mentioned in the offer letter No. CO/MB/REE/NOC/ F-931/1509/2015 dt.07/11/2015 is binding on the society.
10. Any kind of payment or constructed tenement asked by the MHADA will be fulfilled by the society.
11. No additional FSI will be utilized by the society other than permitted by the MHADA.

